

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

UNIVERSAL LIFE INSURANCE)	
COMPANY,)	
)	
Plaintiff,)	
)	
v.)	1:20CV681
)	
GREG E. LINDBERG,)	
)	
Defendant(s).)	

ORDER

The Order and Recommendation of the United States Magistrate Judge was filed with the Court in accordance with 28 U.S.C. § 636(b) and, on March 31, 2022, was served on the parties in this action. (ECF Nos. 112, 113). Defendant/Counter-Plaintiff filed Objections to the Magistrate Judge's Recommendation. (ECF No. 115.) Also, Defendant/Counter-Plaintiff filed a Motion for Leave to File Reply Brief In Further Support of Objections To The Order and Recommendation, (ECF No. 119.)

The Court has reviewed Defendant/Counter-Plaintiffs Objections and the Magistrate Judge's Recommendation to which the objections were made and has made a de novo determination which is in accord with the Magistrate Judge's Recommendation. The Court therefore adopts the Magistrate Judge's Recommendation.

The Court has also reviewed and considered Defendant/Counter-Plaintiff's Motion For Leave to File Reply Brief In Further Support of his objections and finds that Rule 72 of this Court's Local Rules does not provide for such reply. Further, the Court finds that even if the Reply was allowed it would not change the conclusion that there are no genuine issues

of material fact, that the evidence discussed in the Reply does not create a genuine issue regarding whether payment has been made, and that summary judgment is proper. Thus Defendant/Counter-Plaintiff's motion will be denied.

IT IS THEREFORE ORDERED that Plaintiff's Motion for Leave to File Reply Brief, (ECF No. 119), is DENIED.

IT IS FURTHER ORDERED that Plaintiff's Motion for Summary Judgment, (ECF No. 106), is GRANTED as to Plaintiff's breach of contract claim and as to Defendant's affirmative defenses and counterclaims, and that judgment be entered requiring Defendant Lindberg to pay to Plaintiff the amount of \$524,009,051.26 plus any applicable interest, as reflected in the Final Judgment of the United States District Court for the Southern District of New York against PBLA, personally guaranteed by Defendant Lindberg in the Guaranty Agreement.

A judgment dismissing this action will be entered contemporaneously with this Order.

This, the 3rd day of May 2022.

/s/ Loretta C. Biggs
United States District Judge